

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
DEATH VALLEY NATIONAL PARK  
PO Box 579, Death Valley, CA 92328  
COMMERCIAL USE AUTHORIZATION

1. Permit Holder		Park Alpha Code: DEVA 5300- -
Name		
Organization		Type of Use: Commercial Services- Commercial Tours
Address		Date Authorization Approved:
Telephone Number	Fax Number	Reviewed:
		Expires:

2. The holder is hereby authorized to use the following described land or facilities in the above named area:  
Areas in Death Valley National Park open to the public.

3. The authorization begins at \_\_\_\_\_ on \_\_\_\_\_ (Month/Day/Year).

4. The authorization expires at \_\_\_\_\_ on \_\_\_\_\_ (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

X **Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

       **In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONS I        EIS        OTHER APPROVED PLANS       

8. APPLICATION FEE: Received        Not Required X Amount \$210.00 waived       

9. LIABILITY INSURANCE: Required X Not Required        Amount \$1,000,000  
List National Park Service as 'Other Insured' on your policy.

10. COST RECOVERY: Required        Not Required X Amount \$50/hour waived         
Any cost for administering this permit by NPS staff will be billed to the permittee at \$50/hour.

11. FACILITY USE FEE: Required        Not Required X Amount

**ISSUANCE of this authorization is subject to the conditions.** The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

## 12. Signatures

Permit Holder:

_____ Signature	_____ Title	_____ Date
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Authorizing NPS Official:

_____ Signature	_____ Superintendent Title	_____ Date
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## CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$1,000,000 and underwritten by a United States company naming the United States of America (National Park Service, Death Valley National Park , PO Box 579, Death Valley, Cam 92328) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.

10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.

11. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

13. The holder must acquire all permits or licenses of State or local government as applicable, necessary to provide the services described above, and must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures, and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.

## **APPENDIX SPECIAL PARK CONDITIONS**

- For the purpose of this authorization the term "Commercial Tour" is defined as one or more persons traveling on an itinerary that has been packaged, priced, or sold for leisure/recreational purposes by an organization that realizes financial gain through the provision of the service.
- For the purpose of this authorization the word "Holder" shall mean the person, company, and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. This definition shall include employees and/or agents of the person, company, and/or corporation to whom this authorization is issued.
- For the purpose of this authorization the term "Commercial Bus" shall mean any mode of transportation, which is used to carry paying passengers into and out of the park area. This definition includes, but it is not limited to sedans, SUV's, mini-vans, vans, mini-buses, motor coaches, taxis, and limousines used for commercial transportation services.
- Commercial Bus will not travel off designated roads. All Backcountry Travel rules and regulations will be followed. Holder operations shall be in compliance with "Leave No Trace" philosophy.

- Archeological, historic structures and/or artifacts will be left in place, undisturbed. No natural features should be disturbed. No exotic plants/animals/or human features will be introduced and/or left behind. Holder is requested to report all wildlife sightings, including date, time and location.
- Holder will provide for basic first aid and initial transport at the standard first aid level. All emergency evacuation costs of participants will be borne by Holder or client. Holder must report all injuries sustained in the Park by Holder or their clients.
- No sale of items or filming of the tour for commercial purposes. Commercial photography and filming of advertisements within Death Valley National Park may require a separate film permit, which must be approved by the Superintendent. (Contact the Office of Special Park Uses at (760) 786-3241 for further information).
- Advertising for the authorized activity shall not state or imply endorsement by Death Valley National Park or the National Park Service
- Group will not exceed the number of operable seatbelts in each vehicle.
- Payment of Entrance Fees: Holder is required to pay appropriate entrance fees for commercial vehicles. Entrance fees are collected at the following locations in the park: Furnace Creek Visitor Center, Grapevine Entrance Station, and Stovepipe Wells Ranger Station and Beatty Ranger Station. Under 36CFR 2.23(b), failure to pay the designated entrance fee upon entering Death Valley National Park may result in a fine and the suspension or revocation of your permit.
- Activities permitted under this CUA will not disrupt other park visitors. The CUA does not imply exclusive use of any area within the park or access to areas not open to the general public.
- Holder will have a valid TCP or PSC number issued by the California Public Utilities Commission (CPUC) for passenger carriers. (For California Intrastate Trips)
- Holder will have a Federal U.S. DOT Number to operate an out-of-state-domiciled commercial vehicle in California.
- The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever. **We encourage you to consult with your insurance company in the event State requirements exceed Federal guidelines.**
- Holder will comply with applicable public health and sanitation standards and codes.
- Holder will provide a copy of this authorization to all employees operating under authorization and in all commercial vehicles. The authorization must be presented upon request by National Park Service personnel.
- The Holder expressly agrees that the terms and conditions of the permit shall not establish a precedent for any future permit within Death Valley National Park or any other unit of the National Park System. Holder further acknowledges that this permit is issued in good faith by the National Park Service, and that continued use of National Park Service lands is contingent on satisfactory observance of these conditions; failure to follow the conditions of the Permit may result in revocation of this permit and denial of future permits.